REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)			THIS RFQ IS IS NOT A SMALL BUSINESS SET-ASIDE					PAGE OF PAGES			
1. REQUEST N	0.	2. DATE IS	SSUED	3. REQUISITI	ON/PURCH	ASE REQUEST NO.	UNDE	T. FOR NAT. DEF. R BDSA REG. 2 DR DMS REG. 1	RATING		
5a. ISSUED BY	,			'			6. DELIV	'ER BY <i>(Date)</i>			
	5h.	FOR INFORM	ATION CALL	(NO COLLECT C	CALLSI		7. DELIV	'ERY			
NAME			ATTOR OALL	·		NE NUMBER		OB DESTINATION	OTHER (See Schedule)		
				AREA CODE	NUME	ER			TINATION		
							a. NAME	OF CONSIGNEE			
a. NAME			8. TO:	OMPANY			h STDE	ET ADDRESS			
a. NAIVIE			b. C	OWFAINT			b. STREET ADDRESS				
c. STREET AD	DRESS						c. CITY				
d. CITY				e. STATE	f. ZIP	CODE	d. STAT	e. ZIP CODE			
ISSUING C	URNISH QUOTATIO DFICE IN BLOCK 5a LOSE OF BUSINESS	ON OR S (Date)	so indicate of costs incurred domestic original Quotation m	on this form and ed in the prepara gin unless other ust be complete	I return it thation of the wise indicated by the quantum of the qu	to the address in Block e submission of this quated by quoter. Any re	5a. This rec otation or to presentation	uest does not commo contract for supplies and/or certification	ou are unable to quote, please if the Government to pay any es or service. Supplies are of s attached to this Request for		
ITEM NO.			ES/ SERVICES		ррпсавн	QUANTITY	UNIT	UNIT PRICE	AMOUNT		
(a)			(b)			(c)	(d)	(e)	(f)		
12. DISCOUN	NT FOR PROMPT	PAYMENT	a. (%	10 CALENDAR 6)	DAYS	b. 20 CALENDAR DAY (%)	'S c. 30 CA	ALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER PERCENTAGE		
a. NAME OF O			esentations SS OF QUOTE		а	re not attached. 14. SIGNATURE OF P SIGN QUOTATION		HORIZED TO	15. DATE OF QUOTATION		
b. STREET AD	DRESS							16. SIGNER			
						a. NAME (Type or prin	t)		b. TELEPHONE		
c. COUNTY									AREA CODE		
d. CITY			e. STATI	f. ZIP CODE		c. TITLE (Type or print	·)		NUMBER		

REPRESENTATIONS, CERTIFICATIONS AND PROVISIONS

The following representation applies when the contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia.

(a)(1) The ————	North		Industry rt NAIC code	Classification [9].	code	for	this	acquisition	is
(2) The small b	ousiness s	size standard	is	[insert si	ze standa	ard].			
	or servi	ice contract,		rn which submit proposes to fu					
(b) <i>Representa</i> concern.	ations. (1)	The offeror r	epresents a	s part of its offe	r that it [] is, [] is not	a small busin	ess
provision.) The	e offeror	represents,	for general	as a small busir statistical purpo CFR 124.1002	oses, tha				
				as a small busing fer that it [] is, [
independently	ss conce owned a ontracts,	and operated and qualified	, not domin as a small	rision, means a ant in the field business under	of opera	ation in	which	it is bidding	on
"Woman-owne	d small b	usiness conce	ern," as use	d in this provisio	n, means	a sma	ll busin	ess concern	
• •		•	•	or more wome					ned

- business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-
- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

RFQ #EPA-039-03

TABLE OF CONTENTS

	Page
RFQ – SF Form 18	1 – 3
Statement of Work	4 – 9
SOW Appendix "A" (Emergency Call List)	10
SOW Appendix "B" (Situation Instructions)	11
SOW Appendix "C" (Site Maps)	12 – 18
Purchase Order Terms and Conditions Standard T&Cs Health & Safety Clause Access to Government Property	19 – 20 20 – 21 22
Service Contract Act Wage Determination	23 – 30

REQUEST FOR QUOTATION #EPA-039-03

STATEMENT OF WORK

SECURITY PATROL SERVICES U.S. ENVIRONMENTAL PROTECTION AGENCY FACILITIES CORVALLIS, OREGON

A. SCOPE

The Contractor shall furnish all necessary labor, uniforms, badges, equipment, materials and supervision for security services, as specified herein, for the U.S. Environmental Protection Agency (USEPA), Western Ecology Division (WED), located at;

- 200 S.W. 35th Street, Corvallis, Oregon
- 3731 S.W. Jefferson Way, Corvallis, Oregon *
- 1. The security services specified include:
 - a. Motorized patrols during WED non-duty hours (evenings, weekends, and holidays)
 - b. Physical checks of doors and locks at specified times during on-duty hours
 - c. Contact of responsible persons in case of designated situations
 - d. Preparation of written reports of all security problems on the sites
- 2. The security services <u>do not</u> include opening or routine lockup of the buildings or the enforcement of any state or local traffic or parking regulations.

*Note: Street number is located at the Child Care Facility building, however, this contract only pertains to the adjacent office building. The Child Care Facility building is NOT included in this contract.

B. PROVISIONS

- 1. The Contracting Officer's Representative for the contract is: (To be named in contract)
- 2. Period of Performance
 - a. Contract Line Item 1 The period of performance shall be 12:01 a.m. October 1, 2003 through midnight, September 30, 2004.
 - b. Contract Line Item 2 The period of performance shall be 12:01 10/1/04 through midnight 9/30/05 based upon the Availability of Funds Clause at FAR 52.232-18
- 3. Inspection and Acceptance
 - a. The Facilities Manager (to be named in contract) will perform the Contracting Officer's Representative duties related only to the inspection and acceptance for this contract.

4. Technical Direction

- a. Performance of the work under this contract shall be subject to the technical direction of (to be named in contract), an Environmental Protection Agency Contracting Officer's Representative. The term "Technical Direction" is defined to include without limitation the following:
 - (1) Directions to the Contractor which direct the contractor to pursue work already described in the contract, fill in details, or otherwise serve to accomplish contractual statement of work.
 - (2) Provision of information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work description.
 - (3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the government under the contract.
- b. Technical direction must be within the general scope of work stated in the contract. The Contracting Officer's Representative does not have the authority to, and may not issue any technical direction which:
 - (1) Constitutes an assignment of additional work outside the general scope of the contract;
 - (2) Constitutes a change as defined in the contract clause entitled "Changes";
 - (3) In any manner causes an increase or decrease in the total contract cost or the time required for contract performance; or
 - (4) Changes any of the expressed terms, conditions, or specifications of the contract.
- c. All technical direction shall be issued in writing by the Contracting Officer 's Representative or shall be confirmed by him in writing within five (5) days after issuance.
- d. The Contractor shall proceed promptly with the performance of technical directions duly issued by the Contracting Officer's Representative in the manner prescribed by this article and within this authority under the provisions of this article.
- e. If, in the opinion of the Contractor, any instruction or direction issued by the Contracting Officer's Representative is within one of the categories as defined in paragraphs B.4.b. (1) through (4) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such notification from the Contractor, the Contracting Officer shall issue an appropriate contract modification or advise the Contractor in writing that, in his/her opinion, the technical direction is within the Scope of Work of this article and does not constitute a change under the Changes Clause of the contract. The Contractor shall thereupon proceed immediately with the direction given. A failure of the parties to agree upon the nature of the instruction of direction or upon the contract action to be taken with respect thereto shall be subject to the provisions of the contract clause entitled "Disputes".

- 5. WED non-duty hours are:
 - a. Daily, Monday through Thursday, 5:00 p.m. to 7:00 a.m. the next day.
 - b. Weekends, 5:00 p.m. Friday to 7:00 a.m. Monday
 - c. Federal Holidays Contract Line Item No. 1

1. October 13. 2003 2. November 11, 2003 3. November 27, 2003 4. December 25, 2003 5. January 1, 2004 6. January 16, 2004 7. February 16, 2004 8. May 31, 2004

9. July 4, 2004 10. September 6, 2004 -Columbus Day -Veteran's Day -Thanksgiving Day -Christmas Dav

-New Year's Day -Martin Luther King Day

-President's Day -Memorial Day

-Independence Day

-Labor Day

d. Federal Holidays - Contract Line Item No. 2

1. October 13, 2004 2. November 11, 2004 3. November 27, 2004 4. December 25, 2004 5. January 1, 2005 6. January 17, 2005 7. February 21, 2005 8. May 30, 2005

9. July 4, 2005 10. September 5, 2005 -Columbus Day -Veteran's Day -Thanksgiving Day

-Christmas Day

-New Year's Day -Martin Luther King Day

-President's Day -Memorial Day

-Independence Day

-Labor Day

C. SPECIFICATIONS

- 1. General
 - a. All work is to be performed in the manner and frequencies set forth in the following paragraphs.
- 2. Special Instructions are provided with this statement of work.
 - a. The Government reserves the right to issue, amend, or modify Special Instructions as it deems necessary to provide the required protection.
 - b. The Special Instructions include:
 - (1) An emergency call list. See Appendix A.
 - (2) Instructions for action in designated situation. See Appendix B.
 - (3) Site Maps showing the motorized route described in paragraph 3 and 4 below. See Appendix C.
- Motorized Patrols

- a. The motorized patrol shall cruise through the sites, on the schedule below, to check for any breach of security that might be detected from the vehicle.
- b. The schedule shall be as follows:
 - (1) Every night, conduct one (1) patrol of the Main and Jefferson Street sites, between the hours of 8:00 p.m. and 11:00 p.m.
 - (2) On holidays and weekends, conduct one (1) additional patrol of each site each day, one time between 6:00 a.m. and noon.
- c. The patrol person shall leave the vehicle as necessary to investigate any situation that appears to be unusual or a potential problem based upon the patrol person's professional knowledge and experience and previous patrols through the site. The patrol person shall take action as instructed.
- d. A Site map showing the area locations where the patrol shall drive and suggested direction for best observation from the driver's side of the vehicle is provided. See Appendix C.

4. Physical checks of doors and locks

a. Door checks shall be conducted on one of the motorized patrols between the hours of 8 and 11 p.m. every day. On this check, the patrol person shall physically check the exterior doors on all buildings on the Site Map (appendix C), except the Child Care Facility Building, to assure they are secure. If they are not secure, the patrol person shall take action as instructed. See Appendix B.

5. Reports and Records

a. The Contractor shall submit to the Project Officer a written notice of all security discrepancies on the next working day. Discrepancies which are a serious or potentially serious breach of security shall be reported by phone immediately or by 10 a.m. the next working day depending upon the nature of the situation. Verbal reports shall be confirmed in writing by the next working day, and identified as confirmation reports.

6. Emergency Calls

- a. The Contractor shall immediately notify the appropriate agency such as fire and/or police department as the situations may warrant--fire, life threatening situation, possible criminal activity, or serious vandalism.
- b. Then the Contractor shall notify the EPA Contracting Officer's Representative and others designated on the Emergency Call List.
- c. An emergency call list of EPA key personnel is provided as appendix A. A new list will be sent whenever there is a change.

7. Technical Assistance

The Contractor shall identify and advise the Contracting Officer's Representative of any potential security problem area noted during the patrols.

D. CONTRACTOR REQUIREMENTS

1. General

- a. Contractor Operation Plan. Within five (5) working days after receipt of the purchase order, the Contractor shall submit his operation plan to the EPA Contracting Officer's Representative. The plan shall include:
 - (1) The names and phone numbers of the Contractor's key personnel;
 - (2) Phone numbers and procedure for contacting the Contractor's key personnel during and after duty hours;
 - (3) Vehicle identification, uniform, badge and other similar information;
 - (4) Brief description about who is on duty i.e. dispatcher, supervisor (where) and "x" patrol person;
 - (5) Brief discussion about selection of scheduled patrol times, what might affect the actual patrol times and how the patrols for EPA are assigned. The operation plan may be presented verbally.
- b. All special instructions and additional orders (regarding the EPA facilities) furnished to the security personnel by the contractor shall be furnished to the Contracting Officer's Representative.

2. Qualifications of Contractor Employees

- a. Employees must be in good general health, without mental or physical defects or abnormalities which will interfere with performance of duties and the exercise of prudent judgement in difficult and trying circumstances.
- b. Employees must have a pre-employment investigation conducted prior to entering on duty to determine character and reputation, suitability for employment and that personal qualifications meet required employment standards. This investigation shall include a search of local police and credit files in the area of residence for the last five years and inquiry of former employers, references and schools attended. This investigation is to be conducted by the Contractor without cost to the Government, and be available for review by the Contracting Officer's Representative.
- c. Employees shall be at least 18 years old.
- d. The Contractor shall be responsible for maintaining satisfactory standards of employees competency, conduct, appearance, and integrity.
- e. The Contractor's supervisor in charge of work under this contract must be an individual of unquestioned integrity. This individual must have successful protection experience in an administrative position or comparable work at the level equivalent to that of this position. This supervisor shall at all reasonable times be available to receive and implement orders or instructions from the Government which affect the operations of the security personnel.

NOTE: By submitting a bid, the offeror certifies compliance with Section D.2.a. through e.

above.

3. Instructions and Training

- a. <u>General</u>. The Contractor shall provide the instructions and training to the patrol persons as may be necessary for them to provide the level of security intended, in the specifications as follows:
 - (1) The Contractor shall provide their employees with adequate guidance and direction on action to be taken in the case of unsecured check points (doors and locks) and in cases of suspicious, or unusual conditions. Such actions may range from determining that there is no problem and taking no action, to latching a lock and logging it, to standing by or backing off and calling for assistance or instruction on whether or how to proceed.
 - (2) The Contractor shall develop a set of instructions for the patrol persons on this job and provide a copy of those instructions to the Contracting Officer's Representative for approval. The Contractor's standard instructions to this employee may be adequate with no modification.
- 4. Uniforms, Supplies, Materials and Equipment
 - a. The Contractor's patrol vehicle shall be marked so that it is readily recognizable as a security vehicle. The personnel shall also be readily recognizable as members of a security unit.
 - b. The Contractor shall furnish all supplies, materials, and equipment required in the performance of this contract.
- 5. Licensing, Bonding, Fees, and Experience
 - a. The Contractor shall provide, at no cost to the Government, any official bonds required and pay all fees or costs involved for any employee engaged in providing services specified under this contract.
 - b. The Contractor must be licensed under all applicable city, County or State codes.
 - c. The Contractor shall provide documentation to show competence and experience to provide the required security services.

E. APPENDICES

- A. Emergency Call List
- B. Situation Instructions
- C. Site Patrol Map

EPA Corvallis, Oregon Security Services

Appendix A

EMERGENCY CALL LIST

October 2003 through September 2004*

Corvallis Fire 911

Facility/Safety Manager 541-754-4721/pgr 966-2693

Director 541-754-4601
Deputy Director 541-754-4601
Director Program Operations 541-754-4652

After hours pager numbers for Corvallis (call in sequence)

 Primary Number
 541-924-4757

 Secondary Number
 541-750-6326

 Alternate Number
 541-766-2693

EPA Corvallis, Oregon Security Services

Appendix B

SITUATION INSTRUCTIONS -

1. EMERGENCIES

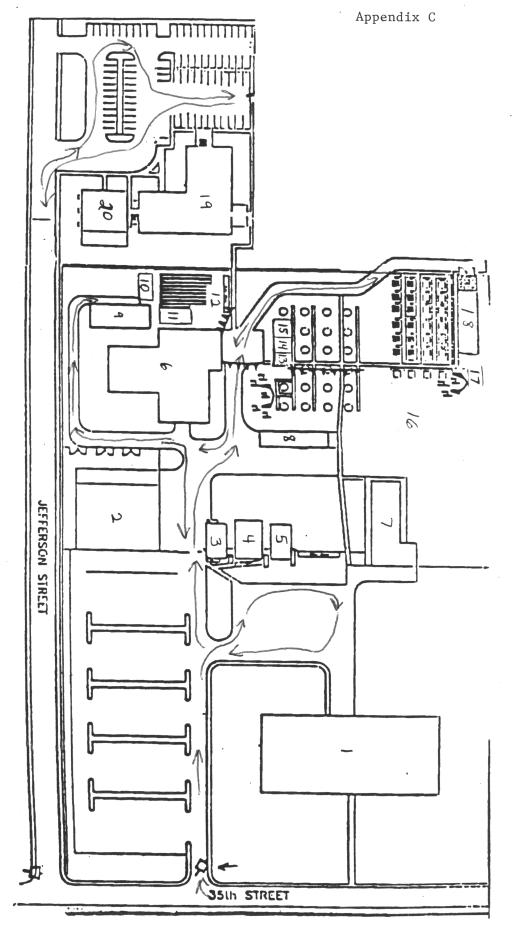
- a. Fire
 - (1) Call Corvallis EMERGENCY 911
 - (2) Call EPA Pager 541-966-2693
 - (3) Call Maintenance Contractor Pager 541-967-0744

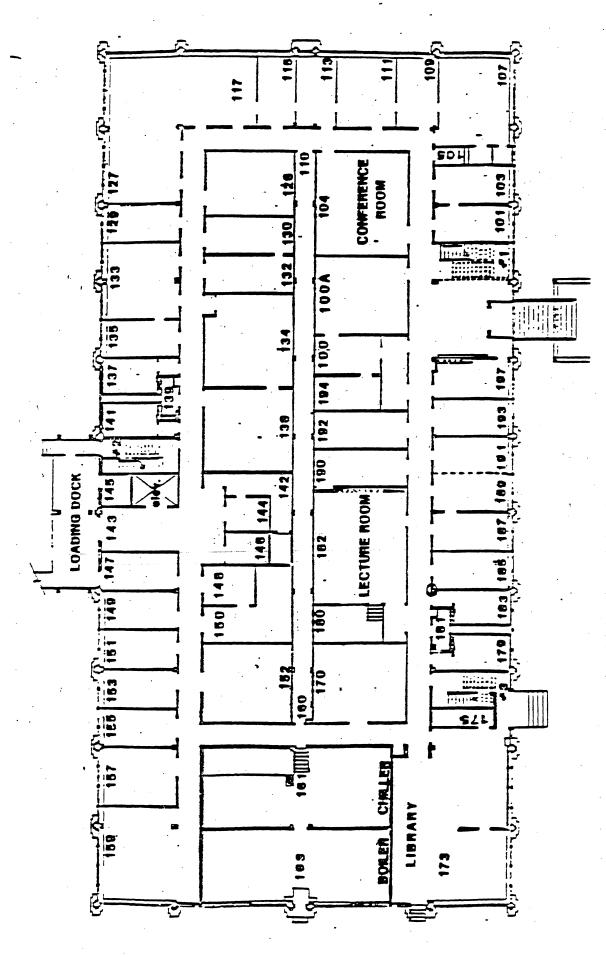
b. Other Emergencies, life threatening situation, possible criminal activity - Call Corvallis EMERGENCY 911

2. SECURITY PROBLEMS:

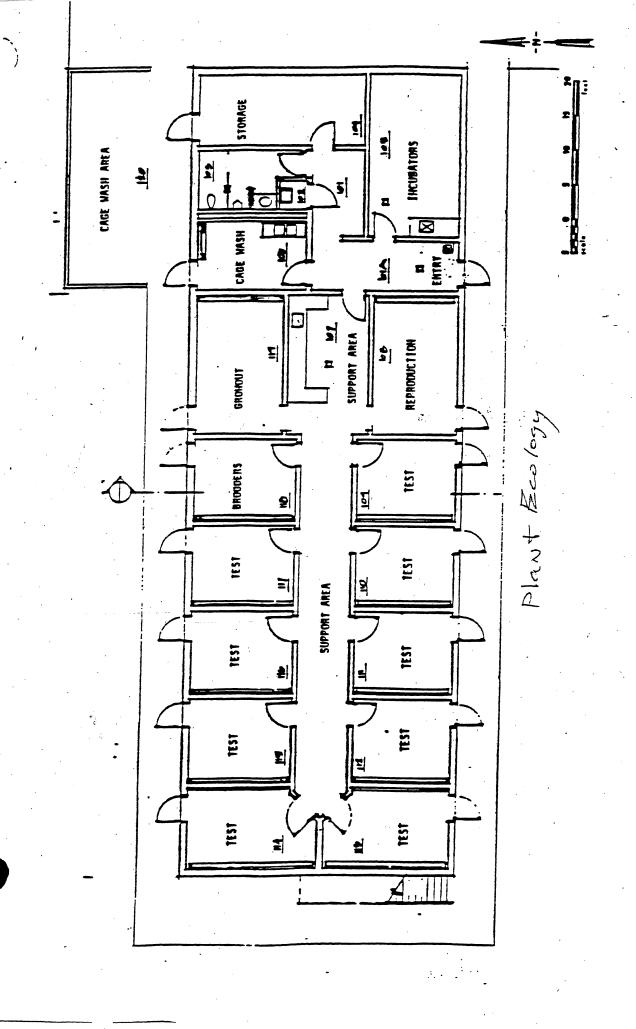
- a. Doors
 - (1) Damaged cannot secure
 - (2) Unlocked:
 - a) can lock
 - b) need key to lock
 - (3) Locked won't latch
- b. Windows
 - (1) First floor
 - a) open
 - b) broken
 - (2) Second floor
 - a) open
 - b) broken
- 3. PEOPLE ON SITE
- 4. VEHICLES ON SITE
- 5. NOISES, BELLS & LIGHTS
- 6. SECURITY LIGHTS
- 7. OTHER SITUATIONS

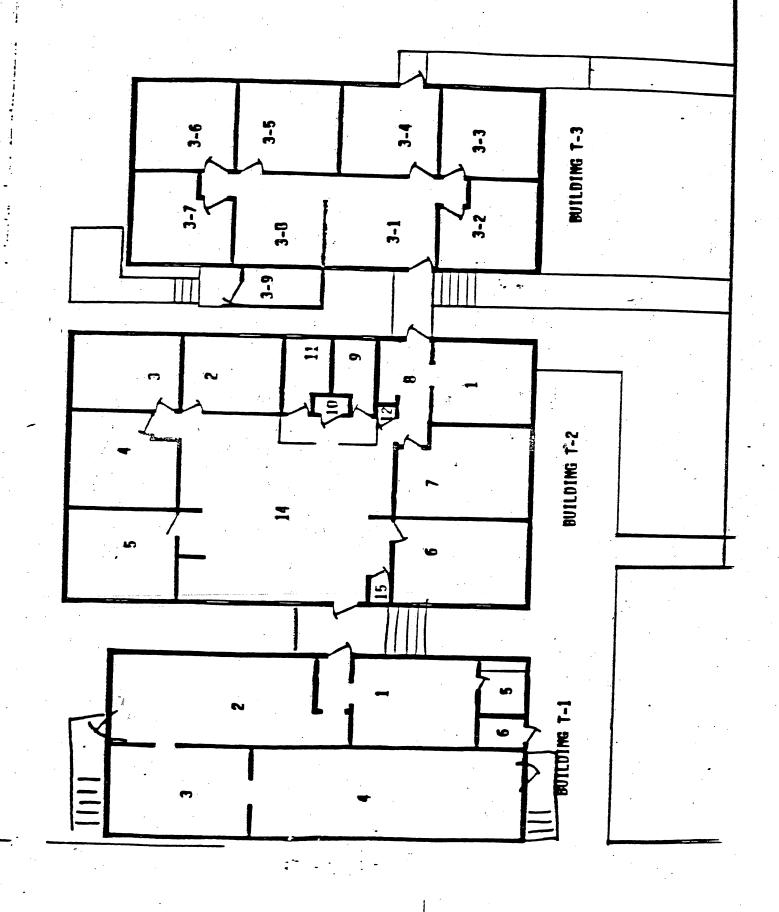
- 1. Main Bldg.
- 2. Annex (shop & Supply)
- 3. Office Trailer
- 4. Office Trailer
- 5. Office Trailer
- 6. TERF (greenhouse)
- 7. PEB (Plant Ecology Building)
- 8. Chemical Storage Bldg.
- 9. Greenhouse #8 (Plastic)
- 10. Storage Bldg.
- 11. Lath House
- 12. Storage Garage
- 13. FERF (Field
- 14. exposure research
- 15. facility)
- 16. Storage Bldg.
- 17. Tera Shop
- 18. Tera
- 19. Jefferson St. Office Building
- 20. Child Care Center

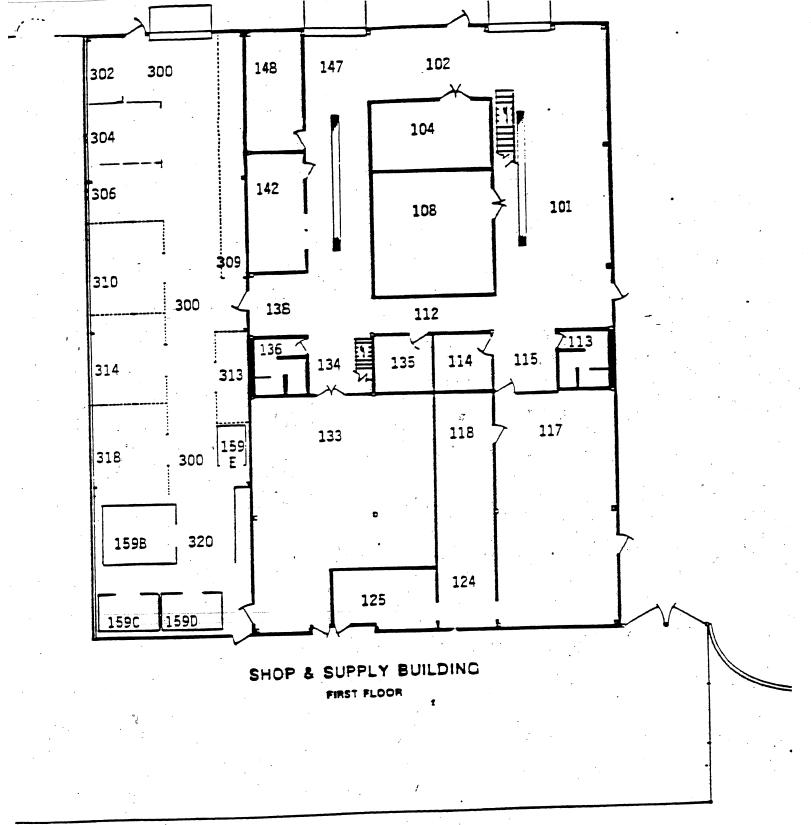


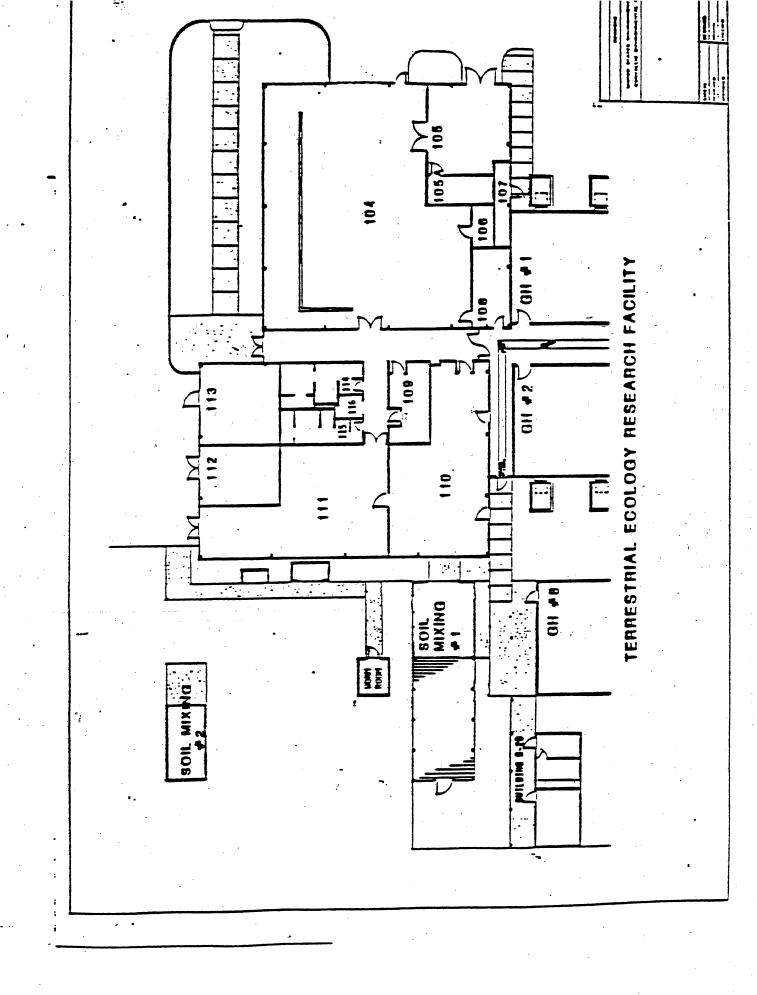


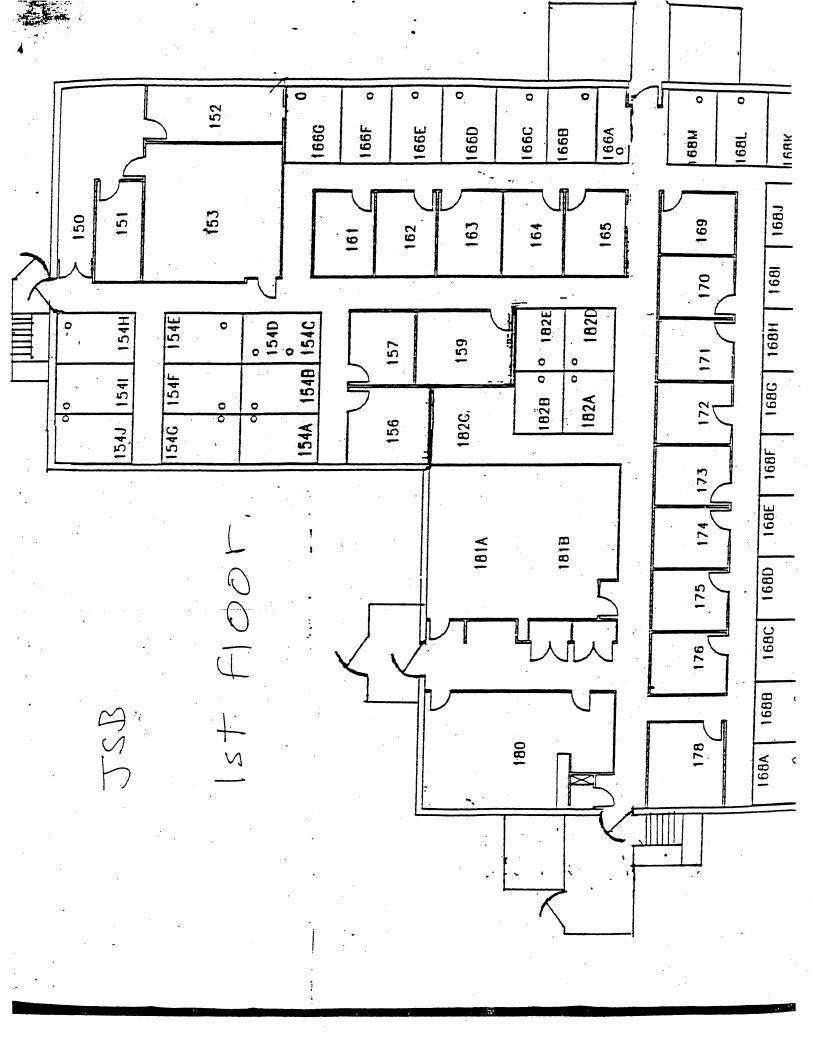
MAIN BUILDING, FIRST FLOOR











PURCHASE ORDER TERMS AND CONDITIONS

FAR 52.252.2, *Clauses Incorporated by Reference [Feb 1998]* This contract incorporates one or more clauses by reference with th same force and effects as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address[es]: www.arnet.gov/far.. The following clauses, when checked, are applicable to this order:

	FAR 52.204-3	Taxpayer Identification [Oct 1998]
	FAR 52.204-6	Data Universal Numbering System (DUNS) Number [Jun 1999]
	FAR 52.207-4	Economic Purchase Quantity - Supplies [Aug 1987]
	FAR 52.209-1	Qualification Requirements [Feb 1995]
	FAR 52.211-6	Brand Name or Equal [Aug 1999]
	FAR 52.211-16	Variation in Quantity [Apr 1984] insert 0% in both blanks
	FAR 52.212-2	Evaluation-Commercial Items [Jan 1999]
\boxtimes	FAR 52.212-3	Offeror Representations and Certifications-Commercial Items [Jul 2002]
	1711 02.212 0	Alternate I of 52.212-3
		Alternate II of 52.212-3
		Alternate III of 52.212-3
	EAD 50 040 4	
	FAR 52.212-4	Contract Terms and Conditions-Commercial Items [Feb 2002]
	FAR 52.212-5	Contract Terms and Conditions Required to implement Statutes or Executive
_	EAD 50 040 0	Orders-Commercial Items [May 2002]
	FAR 52-213-2	Invoices [Apr 1984]
	FAR 52.213-3	Notice to Supplier [Apr 1984]
	FAR 52.213-4	Terms and Conditions-Simplified Acquisitions (Other Than Commercial Items [Sep 2002]
	FAR 52.214-34	Submission of Offers in the English Language [Apr 1991]
	FAR 52.214-31	Facsimile Bids [Dec 1989]
	FAR 52.214-35	Submission of Offers in U.S. Currency [Apr 1991]
	FAR 52.216-1	Type of Contract [Apr 1984] insert contract type in blank
	FAR 52.217-5	Evaluation of Options [July 1990]
	FAR 52.219-1	Small Business Program Representations [Apr 2002]
		Alternate I of 52.219-1
		Alternate II of 52.219-1
	FAR 52.219-3	Notice of Total HUBZone Set-Aside [Jan 1999]
	FAR 52.219-6	Notice of Total Small Business Set-Aside [Jul 1996]
		Alternate I of 52.219-6
	FAR 52.222-3	Convict Labor [Aug 1996]
	FAR 52.222-6	Davis-Bacon Act [Feb 1995]
	FAR 52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products [Feb 2001]
	FAR 52.222-19	Child Labor - Cooperation with Authorities and Remedies [Sept 2002]
	FAR 52.222-21	Prohibition of Segregated Facilities [Feb 1999]
	FAR 52.222-41	Service Contract Act of 1965, as Amended [May 1989]
	FAR 52.222-42	Statement of Equivalent Rates for Federal Hires [May 1989]
	FAR 52.222-48	Exemption from Application of Service Contract Act Provisions for Contracts for
		Maintenance, Calibration, and/or Repair of Certain Information Technology, Scientific and
		Medical and/or Office and Business Equipment-Contractor Certification [Aug 1996]
	FAR 52.223-3	Hazardous Material Identification and Material Safety Data [Jan 1997]
	FAR 52.223-5	Pollution Prevention and Right-to-Know Information [Apr 1998]
	FAR 52.223-11	Ozone-Depleting Substances [May 2001]
	FAR 52.224-1	Privacy Act Notification [Apr 1984]
	FAR 52.224-2	Privacy Act [Apr 1984]
	FAR 52.225-1	Buy American Act-Balance of Payments Program-Supplies [May 2002]
	FAR 52.225-2	Buy American Act-Balance of Payments Program Certificate [May 2002]
	FAR 52.225-13	Restrictions on Certain Foreign Purchases [Jul 2000]
	FAR 52.226-2	Historically Black College or University and Minority Institution Representation[May 2001]
⊠		
⊠	FAR 52.232-1 FAR 52.232-8	Payments [Apr 1984] Discounts for Prompt Payment [Feb 2002]
	FAR 52.232-11	Extras [Apr 1984]
⊠ ⊠	FAR 52.232-18	Availability of Funds [Apr 1984]
⊠ ⊠	FAR 52.232-25	Prompt Payment [Feb 2002]
⊠	FAR 52.232-34	Payment by Electronic Funds Transfer-Other Than Central Contractor
	EAD 50 000 00	Registration [May 1999]
	FAR 52.232-36	Payment by Third Party [May 1999]
	FAR 52.232-38	Submission of Electronic Funds Transfer Information with Offer [May 1999]

\boxtimes	FAR 52.233-1	Disputes [Jul 2002]
	FAR 52.233-3	Protest after Award [Aug 1996]
	FAR 52.236-14	Availability and Use of Utility Services [Apr 1984]
	FAR 52.237-1	Site Visit [Apr 1984]
	FAR 52.237-2	Protection of Government Building, Equipment and Vegetation [Apr 1984]
	FAR 52.239-1	Privacy or Security Safeguards [Aug 1996]
	FAR 52.242-10	F.o.b. Origin-Government Bills of Lading or Prepaid Postage [Apr 1984]
	FAR 52.242-12	Report of Shipment (REPSHIP) [Jul 1995]
	FAR 52.243-1	Changes-Fixed Price [Aug 1987]
\boxtimes		Alternate I to 52.243-1
		Alternate II to 52.243-1
		Alternate IV to 52.243-1
		Alternate V to 52.243-1
	FAR 52.244-6	Subcontracts for Commercial Items [May 2002]
	FAR 52.245-1	Property Records [Apr 1984]
	FAR 52.247-12	Supervision, Labor, or Materials [Apr 1984]
	FAR 52.247-29	F.o.b. Origin [Jun 1988]
	FAR 52.247-34	F.o.b. Destination [Nov 1991]
	FAR 52.247-47	Evaluation-F.o.b. Origin [Apr 1984]
	FAR 52.247-65	F.o.b. Origin, Prepaid Freight-Small Package Shipments [Jan 1991]
	FAR 52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form) [Apr 1984]
	FAR 52.249-4	Termination for Convenience of the Government (Services) (Short Form) [Apr 1984]
	FAR 52.249-8	Default (Fixed-Price Supply and Service) [Apr 1984]

ADDITIONAL CLAUSES AND CERTIFICATIONS:

The State of Oregon does not have Sales Tax. The Federal Tax Exemption Number is 520852695.

HEALTH AND SAFETY CLAUSE

1. In order to provide safety controls for protection to the life and health of employees and other persons, for prevention of damage to all property, and for avoidance of work interruptions in the performance of the contract, the Contractor shall comply to all applicable federal, state, and municipal regulations, and to WED regulations contained in the Employees Safety Handbook and the WED Policy.

Further, the contractor shall take or cause to be taken such additional safety measures as the Project Officer may determine to be reasonably necessary: <u>Provided</u>, that if compliance with such additional safety measures results in a material increase in the cost or time of performance of the contract, an equitable adjustment will be made in accordance with the clause of this contract entitled "Changes."

- 2. Within 15 days of commencement of work, the contractor shall submit, in writing, his/her plan for complying with the WED health and safety standards and shall meet with the Project Officer or his/her designated representative to discuss and develop mutual understanding relative to administration of the overall safety program.
- During the performance of work under this contract, the contractor shall comply with all
 procedures prescribed by the Project Officer for the control and safety of persons visiting
 the job site and shall comply with such requirements to prevent accidents as many be
 prescribed by the Project Officer.
- 4. The contractor shall maintain an accurate record of, and shall report to the Project Officer in such manner as the Project Officer may prescribe, all accidents and incidents as defined in the WED Employees Handbook.

- 5. The Project Officer shall provide notice to the contractor of any non-compliance with the provisions of this clause and corrective action to be taken. After receipt of such notice, the contractor shall immediately take corrective action. (Such notice, when delivered to the contractor or his representative at the site of the work, shall be deemed sufficient for this purpose.) If the contractor fails or refuses to comply promptly, the Project Officer (through the Contracting Officer) may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of time* lost due to any such stop order shall be the subject of claim for extension of time or for costs or damages by the contractor.
- 6. The contractor shall insert the substance of this clause in each subcontract involving the use of hazardous materials or operations. Compliance with the provisions of this clause by subcontractors shall be the responsibility of the contractor.
- 7. Acceptance and compliance by the contractor to the provisions contained in WED Policy 1440.3, Health and Safety in Contract Operations, is implied upon bidding on this contract.

ACCESS TO GOVERNMENT PROPERTY, SERVICE, AND/OR SPACE

- 1. A portion of the effort required to be accomplished under this contract must be performed at a Government facility. The Contractor shall be granted ingress and egress at such Government facility.
- 2. While Contractor personnel are at the Government facility, the Contractor is responsible for compliance with all laws, rules, and regulations governing conduct with respect to health and safety as they relate not only to their employees and agents, but also to other personnel who are Government employees or agents of the Government, and to property at the site regardless of ownership.
- 3. When the Contractor's team arrives at the Government facility, the team leader will make detailed arrangements with the Project Officer for access to and availability of the property, services, and space as listed hereafter.
- 4. While on Government premises and in possession of Government property, the Contractor is considered a bailee for hire, and subject to the duties thereof.
- 5. The Government property, services, and/or space as listed hereafter to which the contractor shall have access under this clause shall be made available at the Government facility. In the event the property to which the Contractor is to have access is not made available as scheduled, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay, if any, occasioned the Contractor thereby and shall equitably adjust the delivery of performance dates of the Contract and any other contractual provision affected by any such delay, in accordance with the procedures provided for in the clause of this contract entitled "Changes".

LOCATION: 200 SW 35th Street, Corvallis, Oregon

94-2439 OR, EUGENE 07/29/03

FOR OFFÍCIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

Wage Determination No.: 1994-2439 Revision No.: 20

William W.Gross Division of Director Wage Determinations

Date Of Last Revision: 07/18/2003

State: Oregon

Area: Oregon Counties of Benton, Coos, Crook, Curry, Deschutes, Douglas, Jackson, Jefferson, Josephine, Klamath, Lake, Lane, Lincoln, Linn

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE MINIMUM WAGE RATE 01000 - Administrative Support and Clerical Occupations 01011 - Accounting Clerk I 9.79 01012 - Accounting Clerk II 01013 - Accounting Clerk III 10.69 13.07 01014 - Accounting Clerk IV 14.62 01030 - Court Reporter 12.77 01050 - Dispatcher, Motor Vehicle 13.68 01060 - Document Preparation Clerk 10.02 01070 - Messenger (Courier) 8.88 01090 - Duplicating Machine Operator 01110 - Film/Tape Librarian 10.02 10.87 01115 - General Clerk I 01116 - General Clerk II 8.49 9.55 01117 - General Clerk III 11.40 01118 - General Clerk IV 12.80 01120 - Housing Referral Assistant 14.18 01131 - Key Entry Operator I 9.82 10.80 01132 - Key Entry Operator II 01191 - Order Clerk I 01192 - Order Clerk II 10.23 14.27 01261 - Personnel Assistant (Employment) I 01262 - Personnel Assistant (Employment) II 9.98 13.42 01263 - Personnel Assistant (Employment) III 14.69 01264 - Personnel Assistant (Employment) IV 01270 - Production Control Clerk 16.07 12.44 9.67 01290 - Rental Clerk 01300 - Scheduler, Maintenance 10.81 01311 - Secretary I 01312 - Secretary II 01313 - Secretary III 11.67 12.77 14.18 01314 - Secretary IV 15.70 01315 - Secretary V 17.40 01320 - Service Order Dispatcher 11.31 01341 - Stenographer I 11.03 01342 - Stenographer II 11.67 01400 - Supply Technician 01420 - Survey Worker (Interviewer) 01460 - Switchboard Operator-Receptionist 15.53 12.77 10.46 01510 - Test Examiner 12.77 01520 - Test Proctor 12.77 01531 - Travel Clerk I 10.59 01532 - Travel Clerk II 11.47 01533 - Travel Clerk III 12.33

94-2439.LXL	
01611 - Word Processor I	10.35
01612 - Word Processor II	11.61
01613 - Word Processor III	14.32
03000 - Automatic Data Processing Occupations	11 50
03010 - Computer Data Librarian	11.56
03041 - Computer Operator I	11.56
03042 - Computer Operator II	12.93
03043 - Computer Operator III	14.42
03044 - Computer Operator IV	16.02
03045 - Computer Operator V	17.74
03071 - Computer Programmer I (1)	13.33 16.53
03072 - Computer Programmer II (1)	20.22
03073 - Computer Programmer III (1) 03074 - Computer Programmer IV (1)	24.45
03101 - Computer Systems Analyst I (1)	21.80
03102 - Computer Systems Analyst II (1)	26.41
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.56
05000 - Automotive Service Occupations	11.50
05005 - Automotive Body Repairer, Fiberglass	18.01
05010 - Automotive Glass Installer	13.68
05040 - Automotive Worker	13.99
05070 - Electrician, Automotive	14.68
05100 - Mobile Equipment Servicer	12.34
05130 - Motor Equipment Metal Mechanic	15.36
05160 - Motor Equipment Metal Worker	13.99
05190 - Motor Vehicle Mechanic	15.36
05220 - Motor Vehicle Mechanic Helper	11.63
05250 - Motor Vehicle Upholstery Worker	13.31
05280 - Motor Vehicle Wrecker	13.99
05310 - Painter, Automotive	15.79
05340 - Radiator Repair Specialist	13.99
05370 - Tire Repairer	11.59
05400 - Transmission Repair Specialist	15.36
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	7.89
07010 - Baker	11.23
07041 - Cook I	9.34
07042 - Cook II	10.35
07070 - Dishwasher	7.74
07130 - Meat Cutter	13.43
07250 - Waiter/Waitress	8.43
09000 - Furniture Maintenance and Repair Occupations	13.76
09010 - Electrostatic Spray Painter 09040 - Furniture Handler	10.59
09070 - Furniture Refinisher	13.76
09100 - Furniture Refinisher Helper	11.14
09110 - Furniture Repairer, Minor	12.48
09130 - Upholsterer	13.76
11030 - General Services and Support Occupations	13.70
11030 - Cleaner, Vehicles	8.92
11060 - Elevator Operator	8.92
11090 - Gardener	11.40
11121 - House Keeping Aid I	7.96
11122 - House Keeping Aid II	8.97
11150 - Janitor	9.69
11150 - Janitor 11210 - Laborer, Grounds Maintenance	11.19
11240 - Maid or Houseman	7.96
11270 - Pest Controller	13.96
11300 - Refuse Collector	10.60
11330 - Tractor Operator	12.82
11360 - Window Cleaner	10.41
12000 - Health Occupations	
Page 2	

94-2439.txt	
12020 - Dental Assistant 12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver 12071 - Licensed Practical Nurse I 12072 - Licensed Practical Nurse II 12073 - Licensed Practical Nurse III 12100 - Medical Assistant 12130 - Medical Laboratory Technician 12160 - Medical Record Clerk 12190 - Medical Record Technician 12221 - Nursing Assistant I 12222 - Nursing Assistant II 12222 - Nursing Assistant III 12223 - Nursing Assistant III 12224 - Nursing Assistant IV 12250 - Pharmacy Technician 12280 - Phlebotomist 12311 - Registered Nurse I 12312 - Registered Nurse II 12313 - Registered Nurse III, Specialist 12314 - Registered Nurse III, Anesthetist 12315 - Registered Nurse IV	14.21 12.57 12.12 13.60 15.21 13.60 10.75 14.89 8.94 10.05 10.97 12.30 12.26 13.59 17.34 21.21 25.67 25.67 30.75
13000 - Information and Arts Occupations 13002 - Audiovisual Librarian	16.94
13011 - Exhibits Specialist I	16.94 15.17
13012 - Exhibits Specialist II	17.67
13013 - Exhibits Specialist III 13041 - Illustrator I	20.50
13041 - Illustrator I 13042 - Illustrator II	15.17 17.61
13042 - Illustrator II 13043 - Illustrator III	20.32
13047 - Librarian	18.77
13050 - Library Technician 13071 - Photographer I	13.41 13.28
13072 - Photographer II	15.28
13073 - Photographer III	17.67
13074 - Photographer IV	20.32
13075 - Photographer V 15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	24.60
15010 - Assembler	7.76
15030 - Counter Attendant	7.76
15040 - Dry Cleaner 15070 - Finisher, Flatwork, Machine	10.10 7.76
15090 - Presser, Hand	7.76
15100 - Presser, Machine, Drycleaning	7.76
15130 - Presser, Machine, Shirts 15160 - Presser, Machine, Wearing Apparel, Laundry	7.76
15190 - Fresser, Machine, Wearing Apparer, Laundry 15190 - Sewing Machine Operator	7.76 10.88
15220 - Tailor	11.65
15250 - Washer, Machine	8.52
19000 - Machine Tool Operation and Repair Occupations 19010 - Machine-Tool Operator (Toolroom)	14.34
19040 - Tool and Die Maker	18.94
21000 - Material Handling and Packing Occupations	14.21
21010 - Fuel Distribution System Operator 21020 - Material Coordinator	14.31 14.07
21030 - Material Expediter	14.07
21040 - Material Handling Laborer	12.69
21050 - Order Filler 21071 - Forklift Operator	11.03 12.50
21071 - FORKITT OPERATOR 21080 - Production Line Worker (Food Processing)	12.30
21100 - Shipping/Receiving Clerk	11.28
21130 - Shipping Packer	11.28 10.35
21140 - Store Worker I 21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.33
Page 3	

94-2439.LXL	
21210 - Tools and Parts Attendant	12.32
21400 - Warehouse Specialist	12.32
23000 - Mechanics and Maintenance and Repair Occupations 23010 - Aircraft Mechanic	17.42
23040 - Aircraft Mechanic Helper	12.47
23050 - Aircraft Quality Control Inspector	18.19
23060 - Aircraft Servicer	15.10
23070 - Aircraft Worker	15.86
23100 - Appliance Mechanic	13.96
23120 - Bicycle Repairer	11.43
23125 - Cable Splicer	19.13
23130 - Carpenter, Maintenance	15.79
23140 - Carpet Layer	14.05
23160 - Electrician, Maintenance 23181 - Electronics Technician, Maintenance I	19.66 17.14
23182 - Electronics Technician, Maintenance II	18.79
23183 - Electronics Technician, Maintenance III	19.67
23260 - Fabric Worker	15.10
23290 - Fire Alarm System Mechanic	17.67
23310 - Fire Extinguisher Repairer	13.73
23340 - Fuel Distribution System Mechanic	17.67
23370 - General Maintenance Worker	13.83
23400 - Heating, Refrigeration and Air Conditioning Mechanic	15.25
23430 - Heavy Equipment Mechanic	17.92
23440 - Heavy Equipment Operator 23460 - Instrument Mechanic	17.80 17.42
23470 - Laborer	9.75
23500 - Locksmith	16.61
23530 - Machinery Maintenance Mechanic	17.22
23550 - Machinist, Maintenance	15.10
23580 - Maintenance Trades Helper	11.14
23640 - Millwright	19.13
23700 - Office Appliance Repairer	16.61
23740 - Painter, Aircraft	18.03
23760 - Painter, Maintenance	13.73
23790 - Pipefitter, Maintenance 23800 - Plumber, Maintenance	19.13 17.82
23820 - Pneudraulic Systems Mechanic	17.67
23850 - Rigger	17.42
23870 - Scale Mechanic	16.08
23890 - Sheet-Metal Worker, Maintenance	17.42
23910 - Small Engine Mechanic	14.42
23930 - Telecommunication Mechanic I	17.42
23931 - Telecommunication Mechanic II	18.19
23950 - Telephone Lineman	17.42
23960 - Welder, Combination, Maintenance 23965 - Well Driller	14.40 19.01
23970 - Woodcraft Worker	17.42
23980 - Woodworker	12.33
24000 - Personal Needs Occupations	12.55
24570 - Child Care Attendant	9.29
24580 - Child Care Center Clerk	11.58
24600 - Chore Aid	8.58
24630 - Homemaker	15.76
25000 - Plant and System Operation Occupations	17 42
25010 - Boiler Tender	17.42
25040 - Sewage Plant Operator 25070 - Stationary Engineer	17.37 17.42
25190 - Ventilation Equipment Tender	12.32
25210 - Water Treatment Plant Operator	17.37
27000 - Protective Service Occupations	,
(not set) - Police Officer	22.14
27004 - Alarm Monitor	14.32
Page 4	

94-2439.txt	
27006 - Corrections Officer 27010 - Court Security Officer 27040 - Detention Officer 27070 - Firefighter 27101 - Guard I 27102 - Guard II 28000 - Stevedoring/Longshoremen Occupations	19.23 19.23 19.23 20.00 8.93 13.40
28010 - Blocker and Bracer 28020 - Hatch Tender 28030 - Line Handler 28040 - Stevedore I 28050 - Stevedore II 29000 - Technical Occupations	14.34 14.34 14.34 12.41 15.04
21150 - Graphic Artist 29010 - Air Traffic Control Specialist, Center (2) 29011 - Air Traffic Control Specialist, Station (2) 29012 - Air Traffic Control Specialist, Terminal (2) 29023 - Archeological Technician II 29024 - Archeological Technician II 29025 - Archeological Technician III 29030 - Cartographic Technician III 29035 - Computer Based Training (CBT) Specialist/ Instructor 29040 - Civil Engineering Technician 29061 - Drafter I 29062 - Drafter II 29063 - Drafter III 29064 - Drafter IV 29081 - Engineering Technician II 29083 - Engineering Technician II 29083 - Engineering Technician III 29083 - Engineering Technician IV 29085 - Engineering Technician IV 29086 - Engineering Technician V 29086 - Engineering Technician V 29086 - Engineering Technician V 29086 - Engineering Technician 29100 - Flight Simulator/Instructor (Pilot) 29160 - Instructor 29210 - Laboratory Technician 29361 - Paralegal/Legal Assistant II 29363 - Paralegal/Legal Assistant II 29364 - Paralegal/Legal Assistant II 29365 - Paralegal/Legal Assistant IV 29390 - Photooptics Technician 29480 - Technical Writer 29491 - Unexploded Ordnance (UXO) Technician II 29492 - Unexploded Ordnance (UXO) Technician II 29493 - Unexploded Ordnance (UXO) Technician III 29494 - Unexploded (UXO) Safety Escort 29495 - Unexploded (UXO) Safety Escort 29495 - Unexploded (UXO) Sweep Personnel 29620 - Weather Observer, Combined Upper Air and Surface Programs (3) 29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.48 29.10 20.06 22.09 15.09 16.91 20.31 21.80 19.90 11.66 14.52 17.07 19.87 12.00 14.97 17.59 20.48 25.05 30.31 16.50 26.41 19.02 15.58 16.82 13.94 16.94 20.67 25.07 18.99 18.49 18.49 18.49 18.49 18.49 18.49 18.49
31030 - Bus Driver 31260 - Parking and Lot Attendant 31290 - Shuttle Bus Driver 31300 - Taxi Driver 31361 - Truckdriver, Light Truck 31362 - Truckdriver, Medium Truck 31363 - Truckdriver, Heavy Truck 31364 - Truckdriver, Tractor-Trailer	11.48 6.82 10.20 8.66 10.20 13.98 14.95
99000 - Miscellaneous Occupations 99020 - Animal Caretaker	8.72

99030 - Cashier	8.83
99041 - Carnival Equipment Operator	10.88
99042 - Carnival Equipment Repairer	11.56
99043 - Carnival Worker	8.87
99050 - Desk Clerk	9.29
99095 - Embalmer	18.49
99300 - Lifequard	9.72
99310 - Mortician	18.49
99350 - Park Attendant (Aide)	12.20
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.72
99500 - Recreation Specialist	12.88
99510 - Recycling Worker	10.34
99610 - Sales Clerk	10.43
99620 - School Crossing Guard (Crosswalk Attendant)	8.47
99630 - Sport Official	9.72
99658 - Survey Party Chief (Chief of Party)	17.37
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.85
	10.91
99660 - Surveying Aide	
99690 - Swimming Pool Operator	14.07
99720 - Vending Machine Attendant	11.96
99730 - Vending Machine Repairer	14.07
99740 - Vending Machine Repairer Helper	11.96

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This

includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All

operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE $\{\text{Standard Form 1444 (SF 1444)}\}$

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to Page 7

be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.